

NAVFAC NORTHWEST
CONTRACT NO. N44255-12-C-3008

May 9, 2012

EXHIBIT 2

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*
EHW CONSTRUCTORS, A JOINT VENTURE295 BENDIX RD, SUITE 400
VIRGINIA BEACH VA 23452-129515. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**CODE
6FTE5

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT

\$331,372,767.00

23. ACCOUNTING AND APPROPRIATION DATA

See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN

(4 copies unless otherwise specified) 1**ITEM**

Section 00800

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

N44255

NAVFAC NORTHWEST
PUBLIC WORKS DEPT KITSAP
FACILITIES ENGINEERING AND ACQUISITION DIV
1009 SKATE STREET
SILVERDALE WA 98315-1009

27. PAYMENT WILL BE MADE BY:

CODE

N68732

DFAS CLEVELAND
ACCOUNTS PAYABLE
PO BOX 998022
CLEVELAND OH 44199-8022**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award summarizes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*
Glenn Shephard / Executive Officer

TEL: 360-396-0043

EMAIL: glenn.shephard@navy.mil

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

BY 

31C. AWARD DATE

09-May-2012

Section 00010 - Solicitation Contract Form

ITEMS ACCEPTED

BLOCK 21. ITEMS ACCEPTED

The Government hereby accepts Contract Line Item Number 0001 in the amount of \$315,995,209 and Contract Line Item Number 0002 in the amount of \$15,377,558; as identified in EHW Constructors' Technical proposal for non-price Factors 1, 2, 3.A, and 4 dated August 17, 2011; Sub-factor 3.B dated February 13, 2012; Factor 5 and price dated February 21, 2012; and final proposal revision dated April 23, 2012 which confirmed the amount of \$331,372,767.00 for Contract Line Item Number 0001, and 0002 submitted in response to solicitation N44255-11-R-9004 dated July 1, 2011 (including Amendments 0001 through 0029); which are hereby incorporated by reference.

Administration of this contract is under the cognizance of NAVFAC Northwest, NBK Bangor Subbase/SWFPAC Field Team.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|-------------|------------------|------------|------------------|
| 0001 | | 315,995,209 | Dollars, U.S. | \$1.00 | \$315,995,209.00 |

P-990 (Construction)

FFP

The contract requirements include providing all labor, materials, and equipment to construct Explosive Handling Wharf #2 (EHW-2) at NBK, Bangor, WA. The project provides a reinforced concrete working surface deck, a warping wharf, and an approach trestle. Project P-990 also includes a steel cover for the working surface deck, power utility booms, hardened guard gun positions, and a waterfront support building.

FOB: Destination

NET AMT

\$315,995,209.00

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--|---|----------|------|------------|-----------------|
| 000101 | FUND ACRN AA FFP Funding Doc. No.: N0002512AL93784 CUSTOMER ACRN FOB: Destination MILSTRIP: N0002512AL93784 | | | | \$0.00 |
| NET AMT | | | | | \$0.00 |
| ACRN AA CIN: 00000000000000000000000000000000 | | | | | \$34,622,442.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------------------|---|------------|------------------|------------|-----------------|
| 0002 | | 15,377,558 | Dollars, U.S. | \$1.00 | \$15,377,558.00 |
| EXERCISED OPTION | P-990 (Cranes) FFP This project provides for new construction of two (2) traveling overhead crane systems; each with a span of approximately 200 feet and minimum 120 ton capacity. OPTION BID ITEM CLIN 0002 is an option available to the Government which will be unilaterally exercised upon contract award. A firm fixed price is required for option bid item CLIN 0002. FOB: Destination | | | | |
| NET AMT | | | | | \$15,377,558.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--|---|----------|------|------------|-----------------|
| 000201 | FUND ACRN AA FFP Funding Doc. No.: N0002512AL93784 CUSTOMER ACRN FOB: Destination MILSTRIP: N0002512AL93784 | | | | \$0.00 |
| NET AMT | | | | | \$0.00 |
| ACRN AA CIN: 00000000000000000000000000000000 | | | | | \$15,377,558.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------------------|------------|--------------|
| 0003 | | 977,233 | Dollars, U.S. | \$1.00 | \$977,233.00 |
| OPTION | P-990, Concrete service life modeling FFP (STADIUM) This project provides for all work associated with providing STADIUM. STADIUM will be used to analyze and predict durability and service life expectancy of the concrete used for construction of the Explosives Handling Wharf #2. OPTION BID ITEM CLIN 0003 is an option available to the Government which may be unilaterally exercised up to 365 days from contract award. A firm fixed price is required for option bid item CLIN 0003. FOB: Destination | | | | |
| NET AMT | | | | | \$977,233.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------------------|------------|--------|
| 0004 | | | Dollars, U.S. | | \$0.00 |

FF&E Planned Modification

FFP

FF&E: Furniture, Fixtures and Equipment/ Collateral Equipment for CLIN 0001.

HAR is 4%, which will be applied to the budget amount of \$640,000 as specified in Section 01 30 00, paragraph 1.8.

FOB: Destination

 NET AMT

\$0.00

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|--------|---------------|-------------|-------------------------|-----|
| 0001 | 09-JAN-2016 | 315,995,209 | N/A FOB: Destination | |
| 000101 | N/A | N/A | N/A | N/A |
| 0002 | 09-JAN-2016 | 15,377,558 | N/A FOB: Destination | |
| 000201 | N/A | N/A | N/A | N/A |
| 0003 | N/A | N/A | N/A | N/A |
| 0004 | N/A | N/A | N/A | N/A |

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|------------------|---|----------|
| 52.202-1 | Definitions | JUL 2004 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | SEP 2006 |
| 52.203-7 | Anti-Kickback Procedures | OCT 2010 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | OCT 2010 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | APR 2010 |
| 52.203-14 | Display of Hotline Poster(s) | DEC 2007 |
| 52.203-15 | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 | JUN 2010 |
| 52.204-2 Alt II | Security Requirements (Aug 1996) - Alternate II | APR 1984 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | AUG 2000 |
| 52.204-7 | Central Contractor Registration | APR 2008 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUL 2010 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | DEC 2010 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | FEB 2012 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | JAN 2011 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | MAY 2011 |
| 52.211-13 | Time Extensions | SEP 2000 |
| 52.211-15 | Defense Priority And Allocation Requirements | APR 2008 |
| 52.215-2 | Audit and Records--Negotiation | OCT 2010 |
| 52.215-10 | Price Reduction for Defective Certified Cost or Pricing Data | OCT 2010 |
| 52.215-11 | Price Reduction for Defective Certified Cost or Pricing Data--Modifications | OCT 2010 |
| 52.215-12 | Subcontractor Certified Cost or Pricing Data | OCT 2010 |
| 52.215-13 | Subcontractor Certified Cost or Pricing Data--Modifications | OCT 2010 |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 2010 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions | JUL 2005 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.215-21 Alt II | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 2010) - Alternate II | OCT 1997 |
| 52.219-8 | Utilization of Small Business Concerns | JAN 2011 |
| 52.219-9 Alt II | (INVALID EFF_DT) Small Business Subcontracting Plan (JAN 2011) Alternate II | DEC 1900 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | JAN 1999 |

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|-----------|--|----------|
| 52.219-25 | Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting | DEC 2010 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | JUL 2005 |
| 52.222-6 | Davis Bacon Act | JUL 2005 |
| 52.222-7 | Withholding of Funds | FEB 1988 |
| 52.222-8 | Payrolls and Basic Records | JUN 2010 |
| 52.222-9 | Apprentices and Trainees | JUL 2005 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | JUL 2005 |
| 52.222-12 | Contract Termination-Debarment | FEB 1988 |
| 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations. | FEB 1988 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 1988 |
| 52.222-15 | Certification of Eligibility | FEB 1988 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-24 | Preaward On-Site Equal Opportunity Compliance Evaluation | FEB 1999 |
| 52.222-26 | Equal Opportunity | MAR 2007 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | FEB 1999 |
| 52.222-35 | Equal Opportunity for Veterans | SEP 2010 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | OCT 2010 |
| 52.222-37 | Employment Reports on Veterans | SEP 2010 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 2010 |
| 52.222-50 | Combating Trafficking in Persons | FEB 2009 |
| 52.222-54 | Employment Eligibility Verification | JAN 2009 |
| 52.223-3 | Hazardous Material Identification And Material Safety Data | JAN 1997 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | AUG 2003 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-14 | Toxic Chemical Release Reporting | AUG 2003 |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products | DEC 2007 |
| 52.223-17 | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts | MAY 2008 |
| 52.223-18 | Contractor Policy to Ban Text Messaging While Driving | SEP 2010 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | DEC 2007 |
| 52.227-4 | Patent Indemnity-Construction Contracts | DEC 2007 |
| 52.228-2 | Additional Bond Security | OCT 1997 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.228-11 | Pledges Of Assets | SEP 2009 |
| 52.228-12 | Prospective Subcontractor Requests for Bonds | OCT 1995 |
| 52.228-14 | Irrevocable Letter of Credit | DEC 1999 |
| 52.228-15 | Performance and Payment Bonds--Construction | OCT 2010 |
| 52.229-3 | Federal, State And Local Taxes | APR 2003 |
| 52.230-2 | Cost Accounting Standards | OCT 2010 |
| 52.230-3 | Disclosure And Consistency Of Cost Accounting Practices | OCT 2008 |
| 52.230-6 | Administration of Cost Accounting Standards | JUN 2010 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | SEP 2002 |
| 52.232-17 | Interest | OCT 2010 |
| 52.232-23 | Assignment Of Claims | JAN 1986 |

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|--------------------|---|----------|
| 52.232-27 | Prompt Payment for Construction Contracts | OCT 2008 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.233-1 Alt I | Disputes (Jul 2002) - Alternate I | DEC 1991 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.236-2 | Differing Site Conditions | APR 1984 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work | APR 1984 |
| 52.236-5 | Material and Workmanship | APR 1984 |
| 52.236-6 | Superintendence by the Contractor | APR 1984 |
| 52.236-7 | Permits and Responsibilities | NOV 1991 |
| 52.236-8 | Other Contracts | APR 1984 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 1984 |
| 52.236-10 | Operations and Storage Areas | APR 1984 |
| 52.236-11 | Use and Possession Prior to Completion | APR 1984 |
| 52.236-12 | Cleaning Up | APR 1984 |
| 52.236-13 | Accident Prevention | NOV 1991 |
| 52.236-14 | Availability and Use of Utility Services | APR 1984 |
| 52.236-15 | Schedules for Construction Contracts | APR 1984 |
| 52.236-16 | Quantity Surveys | APR 1984 |
| 52.236-17 | Layout of Work | APR 1984 |
| 52.236-21 Alt I | Specifications and Drawings for Construction (Feb 1997) - Alternate I | APR 1984 |
| 52.236-26 | Preconstruction Conference | FEB 1995 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-14 | Suspension of Work | APR 1984 |
| 52.243-4 | Changes | JUN 2007 |
| 52.244-5 | Competition In Subcontracting | DEC 1996 |
| 52.244-6 | Subcontracts for Commercial Items | DEC 2010 |
| 52.246-12 | Inspection of Construction | AUG 1996 |
| 52.246-21 | Warranty of Construction | MAR 1994 |
| 52.247-64 | Preference for Privately Owned U.S. - Flag Commercial Vessels | FEB 2006 |
| 52.248-3 | Value Engineering-Construction | OCT 2010 |
| 52.249-2 Alt I | Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I | SEP 1996 |
| 52.249-10 | Default (Fixed-Price Construction) | APR 1984 |
| 52.251-1 | Government Supply Sources | AUG 2010 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | JAN 2009 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | JAN 2009 |
| 252.204-7000 | Disclosure Of Information | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A | SEP 2007 |
| 252.204-7005 | Oral Attestation of Security Responsibilities | NOV 2001 |
| 252.204-7008 | Export-Controlled Items | APR 2010 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | DEC 2006 |

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|--------------|--|----------|
| 252.211-7006 | Radio Frequency Identification | FEB 2007 |
| 252.215-7000 | Pricing Adjustments | DEC 1991 |
| 252.219-7003 | Small Business Subcontracting Plan (DOD Contracts) | OCT 2010 |
| 252.223-7001 | Hazard Warning Labels | DEC 1991 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials | APR 1993 |
| 252.223-7008 | Prohibition of Hexavalent Chromium | MAY 2011 |
| 252.223-7008 | Prohibition of Hexavalent Chromium | MAY 2011 |
| 252.225-7012 | Preference For Certain Domestic Commodities | JUN 2010 |
| 252.225-7016 | Restriction On Acquisition Of Ball and Roller Bearings | JUN 2011 |
| 252.225-7030 | Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate | DEC 2006 |
| 252.225-7038 | Restriction on Acquisition of Air Circuit Breakers | JUN 2005 |
| 252.227-7033 | Rights in Shop Drawings | APR 1966 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | MAR 2008 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.236-7000 | Modification Proposals-Price Breakdown | DEC 1991 |
| 252.236-7001 | Contract Drawings, and Specifications | AUG 2000 |
| 252.236-7002 | Obstruction of Navigable Waterways | DEC 1991 |
| 252.236-7006 | Cost Limitation | JAN 1997 |
| 252.236-7013 | Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers | JAN 2009 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DoD Contracts) | SEP 2011 |
| 252.244-7001 | Contractor Purchasing System Administration | MAY 2011 |
| 252.245-7003 | Contractor Property Management System Administration | FEB 2012 |
| 252.246-7004 | Safety of Facilities, Infrastructure, and Equipment for Military Operations | OCT 2010 |
| 252.247-7023 | Transportation of Supplies by Sea | MAY 2002 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |
| 252.251-7000 | Ordering From Government Supply Sources | NOV 2004 |

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **1** calendar day after the date the Contractor receives the award, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **1,340 calendar days from award**.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$37,929 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-34 PROJECT LABOR AGREEMENT (MAY 2010) ALTERNATE I (MAY 2010)

(a) Definitions. As used in this clause--

Labor organization means a labor organization as defined in 29 U.S.C. 152(5).

Project labor agreement means a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project and is an agreement described in 29 U.S.C. 158(f).

(b) Consistent with applicable law, the Contractor shall negotiate a project labor agreement with one or more labor organizations for the term of this construction contract. The Contractor shall submit an executed copy of the project labor agreement to the Contracting Officer.

(c) Consistent with applicable law, the project labor agreement reached pursuant to this clause shall--

(1) Bind the Contractor and all subcontractors engaged in construction on the construction project to comply with the project labor agreement;

(2) Allow the Contractor and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;

(3) Contain guarantees against strikes, lockouts, and similar job disruptions;

(4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the project labor agreement;

(5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

(6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any project labor agreement reached pursuant to this clause does not change the terms of this contract or provide for any price adjustment by the Government.

(e) The Contractor shall maintain in a current status throughout the life of the contract the project labor agreement entered into pursuant to this clause.

(f) Subcontracts. The Contractor shall require subcontractors engaged in construction on the construction project to agree to any project labor agreement negotiated by the prime contractor pursuant to this clause, and shall include the substance of paragraphs (d) through (f) of this clause in all subcontracts with subcontractors engaged in construction on the construction project.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to

Naval Facilities Engineering Command, Northwest
Attn: Mr. Scott C. Blair
1101 Tautog Circle, Suite 203
Silverdale, WA 98315

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (SEP 2010)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Free Trade Agreement country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated county construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate ``none"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

| Construction material description | Unit of measure | Quantity | Price (dollars) \1\ |
|-----------------------------------|-----------------|----------|---------------------|
|-----------------------------------|-----------------|----------|---------------------|

Item 1:

Foreign construction material....

Domestic construction material...

Item 2:

Foreign construction material....

Domestic construction material...

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **20** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by **BergerABAM, 33301 Ninth Avenue South, Suite 300, Federal Way, Wahsington 98003 – Surveys, Geotechnical Borings**

(b) Weather conditions Weather conditions are seasonal and endemic to Bangor, WA area.

(c) Transportation facilities: **Site is located within SWFPAC waterfront restricted area with limited transportation access.**

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item 0001 is incrementally funded. The sum of \$71,100,000 is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

| | |
|---------------------------|------------------------------------|
| On execution of contract: | \$46,000,000 |
| November 15, 2012 | 47% of the remaining award balance |
| November 15, 2013 | 39% of the remaining award balance |
| November 15, 2014 | Remaining balance |

(End of clause)

5252.237-9301 SUBSTITUTIONS OF KEY PERSONNEL(JUNE 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution. (End of clause)

L22.404-2 DAVIS-BACON WAGE DETERMINATION (FEB 2006)

Primary Davis-Bacon Wage Determination

| | | | |
|-----------|------------------|--------------|-----------------|
| STATE | COUNTY | CONSTR TYPE | WD# |
| WA | Kitsap | Heavy | WA120096 |
| MOD# | PUBLICATION DATE | | |
| 1 | 2/10/2012 | | |

Secondary Davis-Bacon Wage Determination

| | | | |
|-------|------------------|-------------|-----|
| STATE | COUNTY | CONSTR TYPE | WD# |
| MOD# | PUBLICATION DATE | | |

Description of work covered by Secondary Wage Decision

(END OF CLAUSE)

NAVFAC 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government. (End of clause)

NAVFAC 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST ALTERNATE I (JUN 1994)

(a) The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

(b) Some remedial action may be performed by the architect-engineer firm in order to prevent continued contamination that immediately endangers population or property.

(c) The Contractor shall provide a statement with his bid or proposal which concisely describes all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information prior to award. If a potential conflict is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a description of action which the Contractor proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the conflict of interest.

(d) In addition, the Contractor shall notify the Contracting Officer, in writing, of its intention to compete for, or accept the award of any contract for similar or related work for any Department of Defense, other Agency of the federal government, or state regulatory agency which may involve Navy sites. Such notification shall be made before the Contractor either competes for or accepts any such contract.

(e) Remedies: The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organization conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(f) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (f). (End of clause)

NAVFAC 5252.223-9300 INSPECTION BY REGULATORY AGENCIES (JUN 1994)

Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies. (End of clause)

NAVFAC 5252.228.9305 NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within **10** days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security;

☒ A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

☒ A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agents authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run **1,340 calendar** days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed. (End of clause)

5252.236-9301 SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (OCT 2004)

The Government under certain circumstances may require denial of entry to the work areas under this contract where the Contractor's work or presence would constitute a safety or security hazard to ordnance storage or handling operations. Restrictions covering entry to and availability of the work areas are as follows:

(a) Entry. Entry to work areas located within the special Security Limited areas, defined as those work areas located within the existing security fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the Limited Area may be required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For bidding purposes, the Contractor shall assume denial of entry to the work areas in the Limited Area of six 2-hour denials and one 4-hour denial per month.

(b) Vehicle Delay. The Contractor shall also assume for bidding purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gate, both entering and leaving the limited area. Delays will average **15 minutes**.

(c) Operational Considerations. To reduce delay time while preserving required security, the following points should be considered in operational planning:

(1) Vehicle Search. Security regulations required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/

construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the vehicle/equipment left in the Limited Area will be assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.

(2) Delivery Vehicles. Guard force personnel will inspect vehicles delivering construction materials while the driver is being processed for entry into the Limited Area. A Security Escort will then escort the driver and vehicle in the Limited Area. To provide this service, delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries after 1600 hours will not be allowed entry into the Limited Area without prior approval of the Physical Security Officer. (End of clause)

NAVFAC 5252.236-9303 ACCIDENT PREVENTION (NOV 1998)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program. (End of clause)

NAVFAC 5252.236-9305 AVAILABILITY OF UTILITIES (JUN 1994)

When available, the Government will furnish reasonable amounts of the following utilities for the work to be performed under this contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the OIC. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

| <u>Utility Provided</u> | | <u>Cost Per Unit</u> |
|-------------------------|-------------------------|----------------------|
| Electricity | | \$75.93 per MHW |
| Potable Water | \$4.97 per 1000 gallons | |

Contractor Furnished Utilities. In the event that the Government is unable to provide the required types of utilities, the Contractor shall, at his expense, arrange for the required utilities.

Contractor Energy Conservation. The Contractor shall be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions which preclude the waste of utilities, which shall include:

a. Lights shall be used only in areas where and at the time when work is actually being performed.

b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.

c. Water faucets or valves shall be turned off after the required usage has been accomplished.

Telephone Lines. Telephone lines for the sole use of the contractor will not be available. Government telephones shall not be used for personal reasons.

Contractor Availability. The contractor shall maintain a telephone at which he or his representative may be reached 24 hours daily. The telephone shall be listed in the contractor's name. If the contractor does not have a local

telephone, he shall maintain a toll free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends and holidays. It is mandatory that the contractor or his representative be available to a toll-free telephone 24 hours per day, seven days per week, including holidays. He shall notify the OIC in writing of the mailing address and telephone number within three days after award of this contract and immediately thereafter in the event of change. (End of clause)

5252.236-9310 Record Drawings. RECORD DRAWINGS (OCT 2004)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the final government-accepted drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends, and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer. (End of clause)

NAVFAC 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

(a) The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

___(1) The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X(2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

___(3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration. (End of clause)

NAVFAC 5252.245-9302 LIMITED ASSUMPTION OF RISK BY GOVERNMENT (JUN 1994)

(a) Title of all work in place shall be in the Government, and title to all property intended for incorporation in the work shall vest in the Government upon delivery thereof to the site of the work. The term "Government-owned property" as used in this clause refers to such work in place and to such other property as to which title has vested in the Government and includes any property furnished or rented to the Contractor by the Government. Upon completion of the work, any such Government-owned property not a part of the work (except property rented to, or furnished without charge to the Contractor by the Government) shall become the property of the Contractor. The vesting of title in the Government, as provided in this paragraph, shall in no way relieve the Contractor of any obligations otherwise provided in this contract in respect to such Government-owned property except as expressly stated in paragraph (b) of this clause.

(b) The Contractor represents that the contract price does not include the cost of insurance, nor any provision for a reserve, covering the risk assumed by the Government under this paragraph.

The Government assumes the risk of loss or damage to such Government-owned property (including expenses incidental to such loss or damage) which results directly or indirectly from the explosion of Government-owned or controlled munitions (including, without limitations, ammunition, bombs, powder, dynamite and other explosives), whether or not caused by negligence, except that the Government does not assume at any time the risk of, and the Contractor shall be responsible for, such loss or damage (1) which is in fact covered by insurance or for which Contractor is otherwise reimbursed, or (2) which results from disregard of proper instructions of the Contracting Officer, on the part of any of the Contractor's directors, officers or any other representatives having supervision or direction of all or substantially all the Contractor's operations under this contract.

(c) In the event of loss or damage to Government-owned property resulting from the risk assumed by the Government hereunder, the Contracting Officer shall determine whether, and to what extent, such property shall be rebuilt, repaired or replaced by the Contractor or otherwise. Should this determination cause an increase or decrease in the cost of doing the work under this contract or time required for its performance, an equitable adjustment shall be made as provided in the changes clause of the contract.

(d) The provisions contained in the statement of work under "Permits and Responsibilities," are to be deemed modified by this clause only to the extent required to give effect to the limited assumption of risk provided in this clause. (End of clause)

Section 00800 - Special Contract Requirements

1. A letter of bondability on the Surety's letterhead stating the offeror has the bonding capacity available is required. The purpose of this letter is to put the bonding company on notice that their client is proposing on a project.
2. Performance and Payment Bonds. Performance and payment bonds in the amount of 100% of proposed price will be required and shall be submitted for approval to the Contracting Officer within 10 days of award of the contract. Commencement of construction is contingent upon approval of required bonds.
3. The place of performance will be Naval Base Kitsap at Bangor, Silverdale, Washington.
4. Davis Bacon Wages. Applicable Davis Bacon Wage Determinations(s) will be required for work performed under this contract. The applicable Davis-Bacon Wage Determination is applicable to this solicitation:

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5. The Contractor shall provide supervision in accordance with FAR 52.236-6, Superintendence by the Contractor.
6. SPECIAL CONTRACT REQUIREMENT FOR CONTRACTOR TO SUPPLY AND USE AN ELECTRONIC SOFTWARE FOR PROCESSING DAVIS-BACON ACT CERTIFIED PAYROLLS IN COMPLIANCE WITH FAR 52.222-8, PAYROLLS AND BASIC RECORDS AND FAR 52.222-13, COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS.

The US Department of Labor accepts the electronic submission of certified payrolls and the "electronic signature" is accepted for the purposes of "certifying the payroll". There are several electronic systems currently commercially-available to contractors for payroll processing in compliance with the Davis-Bacon and Related Acts.

The contractor shall use a supplemental electronic Davis-Bacon Act payroll processing system to process and submit certified payrolls electronically to the Government that are compliant with appropriate Davis-Bacon Act payroll provisions in the FAR. The contractor shall be responsible for obtaining and providing all access, licenses, and other services required for receipt, processing, certifying, electronically transmitting to the Government, and storing weekly payrolls and other data required for the contractor to comply with Davis-Bacon and Related Act Regulations. The electronic payroll service shall be used by the contractor to prepare, process, and maintain the relevant payrolls and basic records during all work under this construction contract and the electronic payroll service shall be capable of preserving these payrolls and related basic records for the required 3 years after contract completion, and providing a durable record copy of all payrolls and other documentation to the government at contract closeout. The contractor shall obtain and provide access to the Government via the internet with login authorization, as required to comply with the Davis-Bacon and Related Act Regulations over the duration of this construction contract. The access shall include electronic review access via the internet by the Government contract administrative office to the electronic payroll processing system used by the contractor.

The supplemental electronic payroll processing service shall meet the following basic functional criteria: commercially available; compliant with appropriate Davis-Bacon Act payroll provisions in the FAR; able to accommodate the required numbers of employees and subcontractors planned to be employed under the contract; demonstrated security of data and data entry rights; ability to produce contractor-certified electronic versions of weekly payroll data; ability to identify erroneous entries and track the data/time of all versions of the certified Davis-Bacon payrolls submitted to the government over the life of the contract; capable of generating a durable record copy, that is, a CD or DVD and PDF file record of data from the system database at end of the contract closeout. This durable record copy of data from the electronic Davis-Bacon payroll processing system shall be provided to the Government during contract closeout.

All contractor-incurred costs related to the contractor's provision and use of an electronic payroll processing service shall be included in the contractor's price for the overall work under the contract. The costs for Davis-Bacon Act compliance using electronic payroll processing services shall not be a separately bid or reimbursed item under this contract.

7. SPECIAL SECURITY CONTROLS FOR MCON P-990.

7.1 Limited Distribution Of Plans And Specifications. MCON project P-990 is currently classified as "DoD UCNI" Department of Defense Unclassified Controlled Nuclear Information. Drawings for this project are (DoD UCNI) subject to §10 U.S.C. §128. Access to DoD UCNI provided for this procurement and subsequent contract award is restricted to individuals who are United States citizens with a need-to-know the specific DoD UCNI in the performance of their official duties or of DoD-authorized activities, and understand and adhere to the safeguarding and control of DoD UCNI. When a contractor meets the stated requirements, NAVFAC Northwest will designate them as Pre Approved for access of specific DoD UCNI.

Any Offeror that has documents or compact discs that contain DoD UCNI subject to §10 U.S.C. §128, must apply the DoD UCNI cover sheets, Attachment K (use "pink" covers).

The only authorized use of any DoD UCNI provided by NAVFAC Northwest under this procurement is for the express purpose of developing and offering a proposal. The awarded contractor is authorized the use of the released DoD UCNI until construction completion. When NAVFAC Northwest provides DoD UCNI to a contractor for the purpose of proposing on a Federal Government contract or subcontract, that contractor is designated an authorized individual. During the development of its proposal, the authorized contractor may reproduce and further disseminate the DoD UCNI to its subcontractors for the purpose of proposal development, only after it insures the subcontractor or individual meets the access requirements identified in this procurement and referenced regulations. Each contractor/sub contractor receiving DoD UCNI is required to maintain a log identifying all DoD UCNI they receive, any reproductions made, all individuals provided the DoD UCNI and the purpose they received it. All contractor employees or any individual receiving DoD UCNI from the contractor, or any personnel that desires to receive plans and specifications that include DoD UCNI must provide proof of U.S. citizenship, and sign a certificate of non-disclosure prior to receipt of any DoD UCNI. No documents or other material pertaining to MCON project P-990 shall be posted on-line.

7.2 Handling of Final plan and specification. Final plan and specification will not be posted or published either electronically or via print media.

When not in use, DoD UCNI shall be stored in a manner affording reasonable, adequate protection against unauthorized access and take all measures necessary to prevent foreign nationals access. Storage in unlocked receptacles (i.e., file cabinets, desks, or bookcases) is adequate, when internal building security is provided during non-working hours. When such internal building security is not provided, DoD UCNI shall be stored in locked receptacles.

DoD UCNI shall only be physically transmitted by: U.S. First Class, Express, Certified, or Registered Mail; any means approved for classified documents; or hand carry by an authorized person maintaining continuous control. DoD UCNI shall be packaged in opaque wrapping to prevent disclosure of the presence of DoD UCNI when transmitted by a means that could allow unauthorized access. The package shall be marked, "To Be Opened By Addressee Only".

DoD UCNI may be electronically transmitted by protected means in accordance with SSPINST 5230.11, such as SWSNET Applications, DOD approved PKI ENCRYPTED Email, or secure fax. DoD approved PKI certificates must be issued under the External Certification Authority (ECA). ECA approved vendors are: Operational Research Consultants, Inc (<http://www.eca.orc.com>); VeriSign, Inc (<https://eca.verisign.com>); IdenTrust, Inc. (<http://www.identrust.com/certificates/eca/index.html>). In the event of an emergency, DoD UCNI may be transmitted via unprotected telephonic (voice), fax with point-to-point transmission (sender/recipient must be at their machines)

or UN-encrypted Email transmission ONLY AFTER the Contracting Officer has determined in writing whether an "emergency" exists warranting an unprotected transmission of DoD UCNI.

The offeror shall treat all technical communications as DoD UCNI. All emails shall begin with: "DoD UCNI:" followed by the subject of email. The body of each email shall begin with: "DoD UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION exempt from mandatory disclosure 5 U.S.C. 552(b)(3), as authorized by 10 U.S.C. 128

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Each email shall end with: "pre-decisional document; at least partially exempt from release under FOIA, P.L. 93-502 (5 U.S.C. §552), by Exemption 5, 5 U.S.C. 552(b)(5). Do not release or forward outside NAVFAC without prior specific approval of originator or higher authority."

All written communication shall be packaged in opaque wrapping to prevent disclosure of the presence of DoD UCNI when transmitted by a means that could allow unauthorized access. The package shall be marked, "To Be Opened By Addressee Only".

All offerors, contractors, subcontractors, and suppliers not awarded the construction contract for MCON P-990 are required to return all DoD UCNI provided by NAVFAC Northwest to Scott Blair, or provide a letter to the Contracting Officer identifying the disposition/means of destruction for all CD, electronic, hard copy or other version of the plans and specifications, all DoD UCNI released to them, including all copies made by the contractor or subcontractors, and the complete DoD UCNI logs within 60 days of notification of contract award.

Upon completion of construction, the construction contractor, its subcontractors, suppliers and any other parties who have received any portion of the plans and specifications shall return all sets of plans and specifications, all DoD UCNI released to them, or copied and held/released by them, and DoD UCNI logs or provide a letter identifying the disposition/means of destruction for all DoD UCNI to the Government within 60 days of the contract completion date or another date as set by the Government.

8.0 NAVY COMMERCIAL ACCESS AND CONTROL SYSTEMS (NCACS)

Naval Base Kitsap Bangor has implemented a standardized base entry protocol called "NCACS" for each individual Contractor requiring base access.

Guidance for NCACS enrollment and gate passes is available from <http://www.rapidgate.com>.

9.0 Crane Supplier Part Two and Post-Award Substitution Requirement

The Offeror shall only propose a crane supplier that was prequalified under Part One of this solicitation. As per the RFP section 001000, page 8, ¶6 (2)(e), Offerors will be able to revise its crane contractor during Part 2 of the solicitation if necessary. However, substitution of the crane supplier will not be made without the prime contractor providing a written explanation as to the reason for the substitution, written approval of the Contracting Officer, and only after the proposed substitute has been approved in accordance with the same evaluation criteria cited under Part One, Factor 3.A.(i) through (iii) of this solicitation. Post award substitution of crane suppliers must also meet the above requirements. No increase in cost will be allowed when crane supplier substitution is authorized post award.

10.0 Project Labor Agreement.

This solicitation includes FAR provision 52.222-33 Alternate II (May 2010) Notice of Requirement for Project Labor Agreement. A draft Project Labor Agreement is included following Section 00800. Offerors are requested to submit comments on the Draft Project Labor Agreement by close of business on December 28, 2011. Once comments are received, the Government will continue to coordinate with the Trade Council to determine minimum

acceptable terms that will be incorporated into the requirement that they enter into a PLA that reflects those minimum requirements. Comments are to be provided via email to Scott Blair at scott.c.blair@navy.mil.

The solicitation also includes FAR Clause 52.222-34 Project Labor Agreement Alternate I (May 2010) which requires the Contractor to submit an executed copy of the Project Labor Agreement to the Contracting Officer. The executed PLA shall be submitted within thirty (30) days of award.

11.0 FURNISHINGS

This requirement includes Furnishings which is addressed in specification Section 01 30 00, paragraph 1.8. As listed in CLIN 0004, the budget amount for FF&E is \$640,000. This budget amount is only an estimated amount. Under CLIN 0004, Offerors may propose a Handling and Administrative RATE (HAR) for the handling of FF&E. The proposed HAR amount shall not exceed 5%. This fee will account for all administrative costs, overhead, bonding fees, administration of subcontracts, profit, storage, effort related to storage, handling, and any other costs associated with the coordination and processing of the procurement and installation of FF&E. The proposed HAR will be incorporated into the contract award as a fixed rate and will not be adjusted regardless of fluctuations from the estimated budget amount for FF&E.

If awarded, CLIN 0004 will be funded separately after completion of FF&E design review, acceptance of the FF&E package, and receipt of appropriate funding. The Government is not obligated to award CLIN 0004. Should the Government choose to award the FF&E, CLIN 0004 will be awarded at least six months prior to the contract completion date as a negotiated modification to the contract to procure and install all Final FF&E using Federal Government price schedules (NAVSUP BPSs and/or GSA), including freight and installation charges from the furniture supplier and Contractor's HAR. If the FF&E CLIN is awarded less than six months from the contract completion date, a contract extension will only be granted in those cases where the prime contractor demonstrates that sufficient lead time for the FF&E is not available and the Government's award of the modification is in the last six months of the contract.

If CLIN 0004 is awarded, the contractor shall be authorized to procure the final FF&E package from Government supply source in accordance with FAR 52.251-1 Government Supply Sources and FAR 252.251-7000 Ordering for Government Supply Sources, which are included in Section 00700.

The proposed HAR will be included in the total evaluated price. Refer to Section 00100, Price Evaluation for instructions of how the HAR will be incorporated into the price evaluation.

PROJECT LABOR AGREEMENT

P-990 Explosive Handling Wharf #2
Naval Base Kitsap Bangor
Silverdale, Washington

Date: _____

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ARTICLE I

PURPOSE

Section 1. This Project Labor Agreement (Agreement) is entered into this _____ day of _____, 20____, by and between _____, its successors or assigns ("Project Contractor") and the [insert names of unions], acting on their own behalf and on behalf of their respective affiliates and members whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement, hereinafter collectively called the "Union or Unions," with respect to the construction of the P-990 Explosive Handling Wharf #2 Naval Base Kitsap Bangor, hereinafter "Project."

Section 2. The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement, including the Project Contractor when it performs construction work within the scope of this Agreement. Where specific reference to _____ [Name of Prime Project Contractor] for P-990 Explosive Handling Wharf #2 Naval Base Kitsap Bangor alone is intended, the term "Project Contractor" is used. For the purposes of this Agreement, NAVFAC is referred to in the Agreement as the "Owner" of the project, but is not a Party to the Agreement.

Section 3. The Parties to this Agreement acknowledge that the construction of the P-990 Explosive Handling Wharf #2 Naval Base Kitsap Bangor is important to the development of Naval Base Kitsap Bangor. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

Section 4. The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that

are vital to its completion. They will work together to furnish skilled, efficient craftworkers for the construction of the Project.

Section 5. The parties desire to mutually establish and stabilize wages, hours and working conditions for the craftworkers on this construction project, to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Section 6. In the event a signatory union's CBA is subject to negotiation during the term of this Agreement, the terms and provisions of the expired contract shall be maintained in effect. The Project Contractor shall be notified in writing of the changes made and the ratification of the modified CBA. Upon such notification, signatory parties may, by mutual agreement waive or adjust wage increases if addressed in the modified CBA.

Section 7. In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

Section 8. If the arbitrator determines that a violation of Article 1, Section 7 has occurred, the party or parties found to be in violation shall pay as liquidated damages, the following amounts: for the first shift in which the violation occurred, \$10,000; for the second shift, \$15,000; for the third shift, \$15,000; and for each shift thereafter on which the craft has not returned to work, \$15,000 per shift. If the arbitrator determines that a lockout has occurred in violation of Article 1, Section 7, he shall be empowered to award back pay to the employees who were locked out. The arbitrator shall retain jurisdiction to determine compliance with this section and Section 7 of this Article.

ARTICLE II

SCOPE OF AGREEMENT

Section 1. This Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work.

a) The Project is defined as: P-990 Explosive Handling Wharf #2 at Naval Base Kitsap – Bangor, Silverdale WA. This project consists of two Contract Line Item Numbers (CLINs). CLIN 0001 is for the construction of an Explosive Handling Wharf, which includes a wharf deck, outboard support for cover, warping wharf and approach ramp (with a minimum of a 50 year lifecycle), cover for the wharf of steel structure with frangible sidings, power utility booms, hardened guard gun positions, guard rooms, and control room, support and office buildings. Supporting facilities include concrete and/or steel piles, pile caps, underground electrical distribution, lightning protection, communications, fire and security protection systems, sewer systems, access roads, storm drainage, and submarine hotel services. CLIN 0002 is for collateral equipment which requires the design, fabrication, installation, and testing of two overhead crane systems which are an integral part of the Explosive Handling Wharf.

b) It is agreed that the Project Contractor shall require all contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to be bound by the terms and conditions of this Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this agreement by the Contractors. It is further agreed that where there is a conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the National Transient Lodge (NTL) Articles of Agreement, the Agreement for Stacks/Chimneys, Agreement for Natural Draft Cooling Towers, Joint

National Industrial Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article VI, VII, and VIII of this Agreement, which shall apply to such work.

c) It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Agreement, neither the Project Contractor nor the Contractors will be obligated to sign any other local, area, or national agreement.

Section 2. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 3. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.

Section 4. The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Agreement, should it be designated the successful bidder.

Section 5. Items specifically excluded from the scope of this Agreement include but are not limited to the following:

a) All off-site fabrication, pre-fabrication, assembly and handling of materials, equipment or machinery and all deliveries to and from the project site (except as dedicated lay-down or storage areas and transportation between such areas and the Project site).

b) [Add additional exclusions as necessary]

Section 6. The provisions of this Agreement shall not apply to the Owner, and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by this Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

Section 7. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 8. It is understood that the liability of any Contractor and the liability of the separate unions under this Agreement shall be separate and not joint. The unions agree that this Agreement does not have the effect of creating any joint liability status between or among the Owner, Project Contractor or other Contractor(s).

ARTICLE III

UNION RECOGNITION

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

ARTICLE IV

UNION REPRESENTATION AND STEWARDS

Section 1. Authorized representatives of the Unions shall have reasonable access to the project, provided they do not interfere with the work of the employees, and further provided that such representatives fully comply with the visitor, safety, and security rules and any environmental compliance requirements established for the project.

Section 2. Each craft Union may, at their option, appoint a working journeyman as steward for each shift who will be paid at the correct wage rate for the job classification in which employed and will be allowed reasonable time to fulfill their responsibilities for the benefit of the parties to this Agreement. Stewards shall be one of the last employees of each craft's workforce to be laid off provided they can perform the work required by the Contractor of which they are employed. The Union shall be given forty eight (48) hours prior notification of any layoff or termination of a steward.

Section 3. Notwithstanding above, it is not the intent of this article to require a Contractor to grant super seniority to any shop steward if shop steward does not have the minimal skill to perform the available work. There will be no non-working stewards.

ARTICLE V

MANAGEMENT'S RIGHTS

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, nor any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE VI

WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the base entrance gate(s) and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days. In addition any parties found to be in violation shall be subject to liquidated damages specified in Article I, Section 8.

Section 3. Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

ARTICLE VII

DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the

arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VIII

JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (<http://www.bctd.org/BCTD/media/Files/Plan-for-the-Settlement-of-Jurisdictional-Disputes---Effective-May-1,-2011.pdf>) or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions, all other unions and Contractors, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the Building and Construction Trades Council & NWNCA II at least two weeks prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE IX

WAGES AND BENEFITS

Section 1. The Contractor recognizes the applicable CBA wage and fringe benefit terms in effect at the time of project award. The Contractor agrees that it will recognize increases of wages and benefits in accordance with each Craft's CBA subject to the following limitations: (1) the annual rate of wage and benefit escalation will not exceed a maximum rate of three percent (3%) and (2) the rate of escalation over the life of the project will not exceed a maximum rate of eight percent (8%) of the original rate paid at the time of project award.

ARTICLE X

SUBCONTRACTING

Section 1. The Parties recognize the Owner's commitment to provide opportunities on the Project for Disadvantaged Business Enterprises (DBE) certified contractors and agree that the crafts will do their utmost to assist the Contractor in meeting its DBE requirements or goals for the Project. In the event the Contractor is unable to find qualified, responsive and competitive union signatory DBE subcontractors when the Contractors are obligated to satisfy these recruiting requirements or goals, the percentage of work that is subcontracted to the DBE may be exempted from Article X, Section 1 subject to a pre-job conference with the crafts whose work is involved. It is understood and agreed that when the Contractors encounter difficulties in complying with any part of Article X the involved Unions will help to resolve the subcontracting problem. The Unions agree not to unreasonably withhold relief from the Contractors under these circumstances.

Section 2. The Project Contractor agrees that neither it nor any of its contractors or subcontractors of whatever tier will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

- a) Any Project Contractor bidding as a general contractor shall notify any potential subcontractor of the existence of the terms and conditions of this Agreement.
- b) In the event the Project Contractor subcontracts out any work covered by this Agreement, such subcontractors, at all tiers, shall become signatory to this Agreement, prior to beginning work on the Project.

ARTICLE XI

UNION SECURITY

Section 1. [Add Union Security per applicable Local CBA]

ARTICLE XII

PROJECT WORK RULES

Section 1. Slowdowns, standby crews and featherbedding practices will not be tolerated.

Section 2. The Contract specifies a parking area. When employees do not have available parking within a reasonable walking distance, and/or where the employees' place of work requires Contractor-furnished transportation, the area practice for this project will be: in on the employee's time and out on the Contractor's time. This practice requires the Employee to use Contractor-furnished transportation prior to the beginning of their work hours, resulting in the Employee's physical presence at the job site at the starting time of their work hours. Prior to the end of the Employee's work hours, the contractor will transport the Employee to their parking area, resulting in the Employee's physical presence at the parking area at the end of their work hours.

Section 3. This Project requires a pre-employment security background check. It is agreed that the Contractor shall compensate the employee up to a maximum of four (4) hours of wages for the time spent on a security background check, including an drug screen testing, if required. The Contractor and employee will use their best efforts to schedule all pre-employment screening requirements on the same morning or afternoon.

ARTICLE XIII

HOURS OF WORK, OVERTIME AND SHIFTS.

Section 1. Hours of Work - The standard work day shall consist of eight (8) hours of work scheduled between 6 am. and 6 p.m. with one-half hour designated as an unpaid period for lunch. The starting time may be different (staggered) on a crew basis. The standard work week shall be five (5) days of work, Monday through Friday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

Section 2. Overtime - All hours worked in excess of eight (8) hours per day, forty (40) hours per week, or outside of regular shift, Monday through Friday and Saturday shall be paid at the rate of time and one-half the regular hourly rate, except as provided elsewhere in this Agreement. All work performed on Sundays and holidays shall be paid at the rate of two (2) times the regular hourly rate, except as provided elsewhere in this Agreement. There shall be no pyramiding of overtime pay. All overtime shall be in compliance with applicable State and Federal prevailing wage requirements.

Section 3. Shifts - Shifts may be established for some or all crews when considered necessary by the Contractor(s). When three (3) shifts are worked, the first, or day shift shall be established on an eight (8) hour basis, the second shift shall be established on a seven and one-half (7 ½) hour basis and the third shift shall be established on a seven (7) hour basis. The pay for the second and third shifts shall be the equivalent of eight (8) hours pay at the employee's regular hourly rate. When shift work is established, it must continue for a minimum of three (3) consecutive days. If only two shifts are to be worked, each shift will work eight (8) hours for eight (8) hours pay. There shall be no split shifts. Shifts may be staggered on a crew basis. Other shift provisions may be established on a pre-bid basis by mutual consent of the parties.

Section 4. Four-Tens - The Contractor may, at its option, schedule the work for four (4) ten (10) hour days, with Friday as a make-up day for inclement weather only. On this schedule, all hours worked in excess of ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time-and-one-half the regular hourly rate. Prior to implementation, the Contractor(s) must notify the Union forty-eight (48) hours in advance.

Section 5. Holiday Week - In the event that a holiday is celebrated during the week (Monday through Friday), the remaining four days of the week may be worked as a four ten shift at the straight time rate if applicable by the individual CBA's.

Section 6. Meal Period - A regular uninterrupted lunch period of not less than one-half (½) hour or more than one (1) hour shall be established within one (1) hour of mid-shift but in no event longer than five (5) hours from the beginning of the shift. If an employee is required to work more than five (5) hours from the beginning of the shift without a lunch period, he/she shall be paid one-half (½) hour at the applicable overtime rate and in addition be given adequate time to eat his/her lunch. If the employee is not given a minimum of an uninterrupted ½ hour to eat, he/she shall then receive an additional one-half (½) hour at the applicable overtime rate.

If the employee is not given sufficient uninterrupted time to eat his/her lunch during his/her regular shift, an additional one-half (½) hour shall be paid if required to work longer than ten (10) hours. Employees who have been given sufficient uninterrupted time to eat during the regular shift may be allowed to work a total of twelve (12) hours in that shift without a second lunch period. If the employee works over a total of twelve (12) hours, he/she shall be paid one-half (½) hour at the applicable overtime rate.

The employee's meal periods may be staggered on an individual basis.

Section 7. Break Period - A paid regular break period of not less than 15 minutes shall be provided all employees at least twice per shift.

Section 8. Employees will be expected to take their breaks and meals at their work location. Adequate sanitary and restroom facilities will be provided at the work location to allow the employees to wash-up before and after their meal. The Contractor(s) shall furnish warm, dry, lighted rooms of ample size equipped with heat for drying clothes and with benches and tables for use during meal periods. These are to be situated close to the site of the work and shall not be used for storage or materials or equipment.

Section 9. Make-Up Day - In the event the contractor is unable to work due to inclement weather, Saturday and/or Sunday may be used as a voluntary make-up day at the employee's regular straight time rate of pay if allowed in the affected crafts CBA.

Section 10. Tide Work – Special shifts for Tide Work may be utilized as allowed by an affected crafts CBA.

ARTICLE XIV

APPRENTICESHIP UTILIZATION

Section 1. The Project Contractor and its subcontractors shall implement a Project Apprenticeship Program to meet the requirements established. The signatory unions shall supply labor for each craft to provide training and job opportunities as a means to increase the skill of the Regions work force.

Section 2. The Project Contractors and its subcontractors shall commit to meet the project apprenticeship participation requirements of fifteen percent (15%) of the total contract labor hours, excluding offsite vendors and suppliers.

Section 3. The signatory unions shall provide upon request by the Project Contractor or any subcontractor, sufficient quantities of qualified SAC-registered (Washington State Apprenticeship Training Council) approved apprentices to complete the task assigned. Such apprentices shall work under the supervision of a journeyman.

Section 4. During the initial construction planning period, the Project Contractor and its subcontractors shall prepare and submit a plan for SAC-registered apprentice participation. The plan of the Project Contractor and each subcontractor shall estimate the total contract labor hours to establish the framework for apprenticeship participation to be submitted to the Building and Construction Trades Department and the NWNCA II at the pre-construction meeting.

Section 5. Each subcontractor shall provide a monthly report of apprentices used that month by craft and trade at each tier and level of work, noted with an ongoing status of the progress towards the originally submitted plan.

- a) The Apprenticeship monthly report shall identify the individual apprentices who participated.
- b) The Apprenticeship Program participation requirements shall apply to all change orders and amendments to the contract.
- c) All Apprenticeship and Workforce reports are to be in electronic form. The Fields and the types of information requested to be determined mutually between the parties.
- d) Bidders are to submit verification that the subcontractor has been notified of the Apprenticeship Program Requirements of this Article.

ARTICLE XV

HELMETS TO HARDHATS

Section 1. The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment

opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XVI

REFERRAL PROCEDURES

Section 1. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the union or based upon race, creed, color, sex, age, or national origin of such employee or applicant.

ARTICLE XVII

SAFETY AND HEALTH

Section 1. The Project Contractor and its subcontractors and their respective employees shall comply with all applicable provisions of State and Federal laws and regulations including the Occupational Safety and Health Act of 1970 as amended, relating to job safety and safe working practices.

Section 2. The Project Contractor and its subcontractors shall provide a convenient and sanitary supply of drinking water, cooled in the summer months and sanitary drinking cups.

Section 3. The Project Contractor and its subcontractors shall provide adequate sanitary toilet facilities, water and cleanup facilities for the employees.

Section 4. The Project Contractor and its subcontractors shall provide a safe place for storage of tools and facilities ventilated and heated for changing clothes.

Section 5. All required safety equipment shall be provided by the Project Contractor or its subcontractors.

ARTICLE XVIII

GENERAL SAVINGS CLAUSE

Section 1. If any article or provisions of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government (including such authorities as established within Project enabling legislation referred to under Article I within this Agreement). The Project Contractor and the Union shall suspend the operation of such article or provision during the period of its invalidity. If the Project Contractor and the Unions mutually consent to replace the invalid article or provision with a lawful article or provision the mutually agreed upon provision shall replace the invalid provision.

Section 2. If any article or provisions of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this agreement or the applications of such articles or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE XIX

TERMS OF AGREEMENT

Section 1. This Project Labor Agreement shall become effective on _____ and shall continue only until the Project is completed or abandoned by the Owner, or by the Project Contractor for the Project.

SECTION 00800 continued

General Decision Number: WA120096 02/10/2012 WA96

Superseded General Decision Number: WA20100111

State: Washington

Construction Type: Heavy
Including water and sewer line construction

County: Kitsap County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Modification Number Publication Date

0 01/06/2012

1 02/10/2012

CARP0770-031 06/01/2010

Rates Fringes

CARPENTER (Including Formwork)...\$ 35.39 13.08

PILEDRIVERMAN.....\$ 35.59 13.08

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

| | | |
|------------------|--------------|--------------|
| Seattle | Olympia | Bellingham |
| Auburn | Bremerton | Anacortes |
| Renton | Shelton | Yakima |
| Aberdeen-Hoquiam | Tacoma | Wenatchee |
| Ellensburg | Everett | Port Angeles |
| Centralia | Mount Vernon | Sunnyside |
| Chelan | Pt. Townsend | |

Zone Pay:

| | |
|--------------------|-------------|
| 0 -25 radius miles | Free |
| 26-35 radius miles | \$1.00/hour |
| 36-45 radius miles | \$1.15/hour |
| 46-55 radius miles | \$1.35/hour |

Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT
AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall,
Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles Free
26-45 radius miles \$.70/hour
Over 45 radius miles \$1.50/hour

ELEC0046-006 06/01/2009

| | Rates | Fringes |
|------------------|----------|----------|
| ELECTRICIAN..... | \$ 40.81 | 3%+15.71 |

ENGI0302-027 06/01/2011

| | Rates | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: | | |
| Group 1A..... | \$ 35.79 | 15.15 |
| Group 1AA..... | \$ 36.36 | 15.15 |
| Group 1AAA..... | \$ 36.92 | 15.15 |
| Group 1..... | \$ 35.24 | 15.15 |
| Group 2..... | \$ 34.75 | 15.15 |
| Group 3..... | \$ 34.33 | 15.15 |
| Group 4..... | \$ 31.97 | 15.15 |

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent,
Mount Vernon, Port Angeles, Port Townsend, Seattle,
Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom
(including jib with attachments); Tower crane over 175 ft in
height, base to boom; Excavator/Trackhoe: Over 90 metric
tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Crane-overhead, bridge
type, 100 tons and over; Tower crane up to 175 ft in height
base to boom; Loaders-overhead, 8 yards and over;

excavator/Trackhoe: over 50 metric tons to 90 metric tons;

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom
(including jib with attachments);Crane-overhead, bridge
type, 45 tons thru 99 tons; Derricks on building work;
Excavator/Trackhoe: over 30 metric tons to 50 metric tons;
Loader- overhead 6 yards to, but not including 8 yards;
Dozer D-10; Screedman; Scrapers: 45 yards and over;
Grader/Blade; Paver

GROUP 2 - Cranes, 20 tons thru 44 tons with
attachments;Crane-overhead, bridge type-20 tons through 44
tons; Drilling machine; Excavator/Trackhoe: 15 to 30 metric
tons; Horizontal/directional drill operator;
Loaders-overhead under 6 yards; Scraper: under 45 tons;
Mechanic; Piledriver; Boring Machine

GROUP 3 - Cranes-thru 19 tons with attachments;A-frame crane
over 10 tons; Dozers-D-9 and under; Motor patrol
grader-nonfinishing; Roller-Plant Mix; Excavator/Trackhoe:
under 15 metric tons; Service Oiler; Forklift: 3,000 lbs
and over with attachments; Boom Truck over 10 tons

GROUP 4 - Cranes-A frame-10 tons and under; Roller-other than
plant mix; Forklift: under 3,000 lbs with attachments Grade
Checker; Drill Assistant; Boom Truck 10 tons and under

IRON0086-010 07/01/2010

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|---|----------|-------|
| IRONWORKER (Reinforcing, Structural and Ornamental)..... | \$ 37.67 | 19.60 |
|---|----------|-------|

LABO0001-026 06/01/2009

ZONE 1:

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Laborers:

| | | |
|--------------|----------|------|
| GROUP 2..... | \$ 24.86 | 9.07 |
| GROUP 3..... | \$ 30.96 | 9.07 |
| GROUP 4..... | \$ 31.70 | 9.07 |
| GROUP 5..... | \$ 32.21 | 9.07 |

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
 ZONE 3 - More than 45 radius miles from the respective city hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: General Laborer; Mason Tender-Cement/Concrete; Form Stripping

GROUP 4: Grade Checker; Pipe Layer; Handheld Drill; High Scaler; Jackhammer

GROUP 5: Mason Tender-Brick

 * PAIN0005-008 01/01/2012

| | Rates | Fringes |
|--|----------|---------|
| PAINTER (Brush, Roller and Spray)..... | \$ 21.53 | 9.45 |

 * PLAS0528-004 10/01/2011

| | Rates | Fringes |
|------------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER.... | \$ 34.90 | 14.25 |

 * SUWA2009-062 08/07/2009

| | Rates | Fringes |
|--|----------|---------|
| LABORER: Landscape & Irrigation..... | \$ 13.52 | 3.35 |
| OPERATOR: Asphalt Plant..... | \$ 34.14 | 0.68 |
| OPERATOR: Backhoe..... | \$ 27.86 | 6.92 |
| OPERATOR: Broom..... | \$ 30.39 | 3.77 |
| OPERATOR: Power Shovel..... | \$ 25.12 | 7.83 |
| OPERATOR: Skid Steer..... | \$ 10.63 | 0.00 |
| OPERATOR: Loader..... | \$ 26.46 | 7.94 |
| TRUCK DRIVER, Includes Dump Truck..... | \$ 25.75 | 8.38 |

TRUCK DRIVER: Flatbed Truck.....\$ 22.74 6.29
 TRUCK DRIVER: Lowboy Truck.....\$ 22.89 5.72

* TEAM0174-006 06/01/2009

Rates Fringes

Truck drivers:

ZONE A:

GROUP 1:.....\$ 31.87 14.60
 GROUP 2:.....\$ 31.03 14.60

ZONE B (25-45 miles from center of listed cities*): Add \$.70
 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add
 \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the
 following listed cities:

BELLINGHAM CENTRALIA RAYMOND OLYMPIA
 EVERETT SHELTON ANACORTES BELLEVUE
 SEATTLE PORT ANGELES MT. VERNON KENT
 TACOMA PORT TOWNSEND ABERDEEN BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Water Truck-3,000 gallons and over; Semi-Trailer
 Truck

GROUP 2 - Water Truck- less than 3,000 gallons

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is
 required, shall be compensated as a premium, in addition to
 the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying
 respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as
 Level A. Supplied air line is provided in conjunction with
 a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-
 encapsulated suit with a self-contained breathing apparatus
 or a supplied air line.

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ACCOUNTING AND APPROPRIATION DATA

AA: 1721205 2521 323 05205 0 068732 2A 000000

COST CODE: AA2C30080000

AMOUNT: \$50,000,000.00

CIN 00000000000000000000000000000000: \$50,000,000.00